

In the case of:
TRANS ENERGY, INC., et al. v.
EQT PRODUCTION COMPANY

Richard L. Starkey
August 24, 2012



118 Capitol Street
Charleston, WV 25301

(304) 344-8463
ScheduleRealtime@gmail.com

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TRANS ENERGY, INC., et al. v.
EQT PRODUCTION COMPANY

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August 24, 2012

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1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF WEST VIRGINIA
3 * * * * *
4 TRANS ENERGY, INC., a
5 Nevada Corporation,
6 REPUBLIC PARTNERS VI,
7 LP, a Texas limited
8 partnership, REPUBLIC
9 ENERGY VENTURES, LLC,
10 a Delaware Limited
11 Liability Company, and
12 PRIMA OIL COMPANY, INC.,
13 a Delaware Corporation,
14 Plaintiffs,
15 vs. CIVIL ACTION
16 NO. 1:11CV75
17 EQT PRODUCTION COMPANY, a
18 Pennsylvania Corporation,
19 Defendant.
20 * * * * *
21 Deposition of Richard L. Starkey taken by the
22 Defendant under the Federal Rules of Civil
23 Procedure in the above-entitled action, pursuant
24 to notice, before Jennifer Vail-Kirkbride, a
Registered Merit Reporter and West Virginia
Commissioner and Notary Public, at the law offices
of Bowles Rice McDavid Graff & Love LLP, 7000
Hampton Center, Morgantown, West Virginia on the
24th day of August, 2012, commencing at 11:06 a.m.
REALTIME REPORTERS, LLC
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3 8-24-2012
4 Deponent:
5 Richard L. Starkey
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7 BY MR. LEWIS : : : : : 56
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1 APPEARANCES:
2 APPEARING FOR THE PLAINTIFFS:
3 Dylan C. Lewis, Esquire
4 dlewis@bowlesrice.com
5 Kimberly S. Croyle, Esquire
6 kcroyle@bowlesrice.com
7 Bowles Rice McDavid Graff & Love
8 7000 Hampton Center
9 Morgantown, WV 26505
10 304.285.2500
11
12 APPEARING FOR THE DEFENDANT:
13 Ramonda C. Lyons, Esquire
14 rlyons@lgcr.com
15 Lewis Glasser Casey & Rollins, PLLC
16 300 Summers Street, Suite 700
17 Post Office Box 1746
18 Charleston, WV 25326-1746
19 304.345.2000
20
21 ALSO PRESENT: Mark Woodburn, representative on
22 behalf of the plaintiffs generally.
23
24

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1 INDEX
2
3 Starkey Deposition Exhibit Number
4 1 MAR 14
5 2 36
6 3 58
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1 PROCEEDINGS
 2 (8-24-2012, 11:06 p.m.)
 3 RICHARD L. STARKEY,
 4 being first duly sworn, was examined and deposed
 5 as follows:
 6 EXAMINATION
 7 BY MS. LYONS:
 8 Q. Please state your full name for the
 9 record.
 10 A. Richard L. Starkey.
 11 Q. Mr. Starkey, my name is Ramonda Lyons. I
 12 believe we introduced ourselves to each other
 13 before the deposition began. Just so that you
 14 understand my role in this case, I am with the law
 15 firm of Lewis Glasser Casey & Rollins and we
 16 represent EQT in this matter. You understand that
 17 you are here today as a fact witness to give your
 18 discovery deposition in a matter involving Prima
 19 Oil, Trans Energy and others versus EQT regarding
 20 the Blackshere lease in Wetzel County, West
 21 Virginia, do you understand that, sir?
 22 A. Yes.
 23 Q. What is your understanding about the
 24 underlying lawsuit?

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1 A. It is a quiet title action, a dec.
 2 action.
 3 Q. Have you actually reviewed any of the
 4 pleadings in that case?
 5 A. I have read the complaint and the answer.
 6 Q. I understand from Mr. Mark Woodburn's
 7 deposition that you have been associated with the
 8 plaintiffs for sometime. Is that correct?
 9 A. Correct.
 10 Q. Could you just give me an overview of
 11 your involvement with the plaintiffs beginning
 12 with the year that you first began to provide
 13 professional services, the scope of those services
 14 and things of that nature, please.
 15 A. I have worked with the--with the
 16 ownership of Trans Energy before they were Trans
 17 Energy. I don't know exactly when they became
 18 Trans Energy, but my relationship with the
 19 management goes back into the early '80's or even
 20 late '70's and I provided legal services,
 21 consultation, document preparation, title
 22 examination. I couldn't tell you exactly when
 23 Trans Energy--Trans Energy existed prior. I think
 24 it was purchased, actually, by the current

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1 management, the current ownership, but I couldn't
 2 tell you exactly when that was.
 3 Q. Do you have a personal friendship with
 4 some of the owners of Trans Energy?
 5 A. It is more of a business friendship, but,
 6 yes, we know each other well and are
 7 acquaintances.
 8 Q. And you say you have been providing
 9 professional services to the plaintiff since
 10 approximately the late 1970's, did I understand
 11 you correctly?
 12 A. Right.
 13 Q. Have you ever served as in-house counsel
 14 for any of the plaintiffs in this matter?
 15 A. No.
 16 Q. And you are licensed to practice law in
 17 which states?
 18 A. West Virginia and Ohio.
 19 Q. Do you currently have an ownership
 20 interest in any of the plaintiffs' business
 21 entities?
 22 A. Yes, Trans Energy, I own stock. It is a
 23 public company.
 24 Q. And when did you acquire that stock?

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1 A. Last year.
 2 Q. Have you held an ownership interest in
 3 any of the other plaintiffs in the past which you
 4 may no longer hold now?
 5 A. No.
 6 Q. How many shares of Trans Energy do you
 7 hold?
 8 A. I think I am actually vested with 10,000,
 9 but I have additional rights. I think the total
 10 is around 60,000, but I couldn't tell you for
 11 sure. It's--it vests over a period of time.
 12 Q. Vests under what type of arrangement? An
 13 employee relationship?
 14 A. I am a director.
 15 Q. You are a director, so as a part of your
 16 compensation package?
 17 A. Correct.
 18 Q. As a director, you have become vested in
 19 10,000 shares?
 20 A. I think it is 10,000 and I think there is
 21 an additional 50,000 that will vest over time.
 22 Q. Over time, okay. And when did you become
 23 a director of Trans Energy?
 24 A. June of 2011, I believe it was June, but

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1 it was around that time, may have been May.
 2 Q. Spring or early summer of last year?
 3 A. Right.
 4 Q. Other than your current directorship for
 5 Trans Energy and serving as outside counsel, have
 6 you had any other roles, responsibilities, with
 7 regard to any of the plaintiffs in this matter?
 8 A. No.
 9 Q. In the 1970's when you began providing
 10 legal services, which entity would that have been
 11 for? I guess the ownership--
 12 A. Probably Sancho, it's a privately owned
 13 oil and gas company. It is owned by the same
 14 people as Trans Energy, some of the same people.
 15 Q. Some of the same people, okay.
 16 At that time--for the record, how do you spell
 17 Sancho?
 18 A. S A N C H O, it is like Sancho, but it is
 19 the Tyler County pronunciation.
 20 Q. Tyler County pronunciation?
 21 A. It is, there is a creek called Sancho
 22 Creek and it is called Sancho.
 23 Q. At that time where were you practicing
 24 law? Were you a firm, a solo practitioner?

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1 A. The late 1970's I was a sole practitioner
 2 and also later on I was working for a larger firm
 3 that I did some work for.
 4 Q. And you brought your client base with
 5 you?
 6 A. Some, yeah. I didn't do a whole lot of
 7 work at that time, but, yeah.
 8 Q. And what was the name of the firm?
 9 A. It was initially Davis, Davis, Hall and
 10 Clovis. And later on it became Davis, Bailey
 11 Pfalzgraf, Hall and Clovis and it individually
 12 merged into Bowles, but I had left before that.
 13 Q. When did you leave the firm?
 14 A. 1985.
 15 Q. What was the name of your solo
 16 practitioner office? The offices of Mr. Starkey?
 17 A. It was Friend--actually, Friend &
 18 Starkey. It was a guy by the name of Bob Friend,
 19 I had a branch office and he wasn't around, but it
 20 was called Friend & Starkey.
 21 Q. There in name only, apparently?
 22 A. Right. I was in Tyler County and he was
 23 in Wood County.
 24 Q. Okay. And what type of work did you do

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1 when you basically had your solo practitionership?
 2 A. Well, at the same time I was an assistant
 3 prosecuting attorney, but that was part time.
 4 Q. For Tyler County?
 5 A. Wetzel County.
 6 Q. Wetzel County.
 7 A. And it was mostly real estate and a
 8 little bit of oil and gas.
 9 Q. When you say "real estate," was that
 10 residential, title opinions?
 11 A. Mostly residential real estate.
 12 Q. And you said some oil and gas in terms of
 13 oil and gas titles?
 14 A. Exactly.
 15 Q. And how did you come to have--was it
 16 Sancho, the Tyler County?
 17 A. Sancho.
 18 Q. As a client?
 19 A. I couldn't tell you exactly how. Loren
 20 knew me.
 21 Q. Loren Bagley?
 22 A. Loren Bagley, and he asked me to do some
 23 work for them. Well, that was probably--that was
 24 probably before Sancho. That was probably L & B.,

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1 Loren and Bernard, they had an oil and gas
 2 production in the early '80's and most of my work
 3 was actually for L & B. I think Sancho was a
 4 later company.
 5 Q. And where would you have been practicing
 6 law in between the 2002 time frame and 2004 time
 7 frame?
 8 A. 2002 to 2004, my office was in
 9 Parkersburg.
 10 Q. And were you a solo practitioner, were
 11 you with Davis, Davis, Hall?
 12 A. I was still a sole practitioner.
 13 Q. You were still a sole practitioner?
 14 And you were providing legal services to--
 15 A. Residential real estate, commercial real
 16 estate and oil and gas to BB&T and Advantage Bank,
 17 WesBanco, Union Bank, HG--those were the banks.
 18 Oil and gas companies, HG, Sancho, Jaybee, that is
 19 mostly it. Jaybee is J A Y B E E. HG is just HG,
 20 East Resources during that time, too, which East
 21 Resources is now HG in part.
 22 Q. In part.
 23 A. Right.
 24 Q. It is my understanding that in 2004,

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1 Prima Oil actually acquired a lease from Cobham,
 2 were you involved in that transaction?
 3 A. Yes.
 4 Q. At that time were you providing services
 5 on an hourly basis or were you, basically, on
 6 retainer?
 7 A. Hourly.
 8 Q. Hourly. To the best of your
 9 recollection, when did Prima begin negotiations to
 10 acquire that leasehold?
 11 A. Around 2004; I wasn't involved at all in
 12 the negotiations.
 13 Q. So you weren't involved in the
 14 negotiation process. Do you know who was on
 15 behalf of Prima Oil?
 16 A. I couldn't say. I mean, the management
 17 of Trans Energy, which would have been Loren
 18 Bagley and Bill Woodburn.
 19 Q. Does Trans Energy exist at this point?
 20 A. Yeah, Trans Energy existed at that point.
 21 Q. When did you become involved in that
 22 particular acquisition or purchase?
 23 A. Around 2004.
 24 Q. Well, was it before or after the sale had

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1 actually been effectuated?
 2 A. It was before the documents were
 3 recorded.
 4 Q. Was it before the documents were
 5 executed?
 6 A. Probably.
 7 (Starkey Deposition Exhibit 1 was marked)
 8 Q. I will hand you what has been marked
 9 Exhibit 1. This is an assignment and bill of
 10 sale. I'll let you take a moment to review it. I
 11 believe this is an assignment from Cobham and to
 12 Prima Oil dated November 5th, 2004. Let me know
 13 when you have completed your review of the
 14 document. I have some questions on it.
 15 A. Okay, I have read the first page. Do you
 16 want me to look through the whole thing?
 17 Q. That will not be necessary. My first
 18 question is, did you draft this?
 19 A. I don't think I drafted the
 20 assignment. I think I did draft the Exhibit A. I
 21 didn't draft the master well list.
 22 Q. I'm sorry, you did or did not?
 23 A. I did not draft the well list. I did
 24 draft the Exhibit A. I don't think I drafted the

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1 assignment.
 2 Q. So you have a clear recollection of
 3 drafting Exhibit A?
 4 A. Well, it just looks like the form I use
 5 and I am pretty sure I did. But if you would look
 6 at an Exhibit A that I prepared today, it would
 7 look very similar.
 8 Q. Yes, the fonts changed throughout as you
 9 look at the entire document, not that you--
 10 Do you know who prepared the actual
 11 assignment?
 12 A. No.
 13 Q. Do you know who prepared the master well
 14 list?
 15 A. No.
 16 Q. Did you review the assignment and master
 17 well list as counsel for Prima?
 18 A. I would have reviewed the assignment. I
 19 doubt if I reviewed the master well list. I mean,
 20 I probably looked at it, but I wouldn't have had
 21 any comments on it.
 22 Q. During Mr. Woodburn's deposition in this
 23 case, he indicated that at some point in time you
 24 were involved in a conversation and advised that

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1 there was legend and lore, to use his words, which
 2 I believe he was trying to quote you as best he
 3 could recall, of the division of certain leases in
 4 terms of the natural gas estate from the oil
 5 estate. Do you recall that same conversation?
 6 MR. LEWIS: Mr. Starkey, before you
 7 answer this, I just want to remind you that the
 8 client hasn't given you permission to disclose any
 9 type of attorney/client-related communications and
 10 if there is a discrepancy, if you are doing this
 11 outside of the attorney/client--outside of the
 12 relationship, when you are not representing them
 13 in connection with this deal, you have to make
 14 that distinction. You have to distinguish that on
 15 the record.
 16 A. I'm sure the discussion about that would
 17 have been in my representation as an attorney.
 18 MS. LYONS: It would be my position since
 19 Mr. Woodburn has already disclosed that
 20 conversation, that he has waived attorney/client
 21 privilege as to that conversation. And I am
 22 entitled to explore that further. It has already
 23 been waived.
 24 MR. LEWIS: My position is that he hasn't

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1 waived any type of opinion that Mr. Starkey has
 2 given him about the conversation. He has merely
 3 expressed a fact that the conversation was based
 4 on.
 5 MS. LYONS: Then I can explore the facts.
 6 MR. LEWIS: I am just reminding him as to
 7 his opinion. It has not been waived.
 8 Q. Do you recall the conversation?
 9 A. I don't know that I recall the
 10 conversation with Bill, no.
 11 Q. Do you recall having that conversation
 12 with any representatives of Prima Oil?
 13 A. I think I had that conversation with
 14 Mark.
 15 Q. With Mark, and actually--did I say Bill?
 16 It was Mark who testified. You believe you had
 17 that conversation with Mark Woodburn.
 18 A. Right.
 19 Q. When did you first hear about the
 20 division of the natural gas estates and certain
 21 leases in northern West Virginia?
 22 A. Probably the '80's.
 23 Q. And tell me exactly what you heard.
 24 A. That there was a very inconsistently

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1 applied agreement which gave gas rights in
 2 subleases somewhere to Hope, and oil rights to
 3 South Penn, but that--I didn't know exactly--I
 4 have never seen the agreement, so I don't know
 5 anything about it, really.
 6 Q. That was going to be my next
 7 question. Have you ever seen any written
 8 documents pertaining to that division, the two
 9 estates?
 10 A. No, it is secret.
 11 Q. Do you recall who would have made you
 12 aware of this potential division?
 13 A. Probably Dave Clovis, would be my
 14 guess. He was at Davis, Bailey, Pfalzgraf, Hall
 15 and Clovis and we represented Pennzoil in the five
 16 or six counties around Wood County.
 17 That's--that's probably who would have told me
 18 about it because he had represented Pennzoil for
 19 many years.
 20 Q. Did you work with Mr. Clovis or anyone
 21 else on title opinions in which this potential
 22 division of the natural gas estates--I'm sorry,
 23 the natural gas estate from the oil estate had
 24 been divided?

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1 A. I have been thinking about that and for
 2 30 years I have worked for Pennzoil and then East
 3 Resources and now HG, and never once has it
 4 applied to anything I have worked on. I have
 5 worked on the Sistersville field, Wileyville
 6 field, Stringtown, these are big fields, you know,
 7 hundreds of leases, Mannington field; it doesn't
 8 apply to any of them.
 9 Q. Did Mr. Clovis indicate that this
 10 particular division of the oil from the natural
 11 gas estate had applied to any title opinions that
 12 he had actually drafted?
 13 A. I couldn't tell you. I can't remember
 14 that.
 15 Q. Can you give me any more context to that
 16 conversation with Mr. Clovis?
 17 A. No, this has been 30 years ago. I
 18 haven't seen Mr. Clovis in probably 25 years.
 19 Q. Okay. And have you ever heard of this
 20 division between the oil and natural gas estates
 21 from any other sources other than Mr. Clovis?
 22 A. The complaint, obviously, it has it in
 23 it. I was involved in a lawsuit, Saint Lukes,
 24 that was, apparently, one of the leases that was

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1 subject to the agreement, but there was actually
 2 an assignment there. At some point, I can't
 3 remember who took the original lease, Hope or
 4 South Penn. They assigned their rights so that
 5 South Penn owned the oil and Hope owned the gas,
 6 but there was actually an assignment of record;
 7 but I think it probably was because of that
 8 treatment. It was in Ritchie County. It was an
 9 800-acre lease and Jaybee actually owned the oil
 10 rights. They were the successor to South Penn.
 11 Q. South Penn.
 12 A. And Dominion owned the gas rights; but
 13 they actually recorded an assignment. It wasn't
 14 just based on the secret agreement.
 15 Q. Why do you keep referring to it as a
 16 secret agreement?
 17 A. Because it was a secret agreement.
 18 Q. How do know that? Who told you that?
 19 A. It wasn't recorded. It was kept--it
 20 was--no one could look at it.
 21 Q. Did Mr. Clovis tell you that it was
 22 secret?
 23 A. A Pennzoil land man told me that they
 24 didn't show it to anyone.

Page 21

1 Q. So a Pennzoil land man, so you have now
 2 spoken to Mr. Clovis, someone at Pennzoil and then
 3 this involvement in the Ritchie County lawsuit.
 4 And give me the caption for that case again.
 5 A. Saint Lukes is what I always called it,
 6 Saint Lukes versus CNG, I think, and it eventually
 7 became Dominion.
 8 Q. And was that a quiet title action?
 9 A. Failure to develop.
 10 Q. Failure to develop. And did that go
 11 beyond the Circuit Court level?
 12 A. Made it to the Supreme Court.
 13 Q. Okay, who was the land man at Pennzoil
 14 that discussed the agreement with you?
 15 A. Mike Kirsch.
 16 Q. Can you spell his last name, please?
 17 A. K I R S C H.
 18 Q. And approximately when were you speaking
 19 with Mr. Kirsch regarding the agreement?
 20 A. This would have been within the last ten
 21 years. I asked him about it one time and he said
 22 that he couldn't--he couldn't show it to me.
 23 Q. Do you know if Mr. Kirsch is still alive?
 24 A. Yes, he still works there.

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1 Q. Do you have his contact information?
 2 A. Yes.
 3 Q. Okay. Is it in your cell phone or do you
 4 have it with you today?
 5 A. Yes.
 6 Q. Can you tell me what that is?
 7 A. Do you want his cell phone number?
 8 Q. I don't know if you feel comfortable
 9 giving his cell phone number out, maybe his work
 10 number.
 11 A. I don't know what his work number is.
 12 Q. But he is still with Pennzoil?
 13 A. Uh-huh.
 14 Q. And you say this conversation was within
 15 the last ten years. Were you actually working for
 16 Pennzoil yourself when this conversation took
 17 place? I'm sorry, you have to answer.
 18 A. Yes.
 19 Q. And what prompted you to ask Mr. Kirsch
 20 about the agreement?
 21 A. I couldn't tell you. We were just
 22 discussing oil and gas title issues and that came
 23 up.
 24 Q. Okay. And you affirmatively asked him if

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1 you could see the agreement? Yes?
 2 A. Yes.
 3 Q. Okay. And he would not let you see the
 4 agreement?
 5 A. He said, no, they didn't want it out.
 6 Q. Did he say why?
 7 A. He said they liked the ambiguity.
 8 MR. LEWIS: Excuse me, who is "they?" I
 9 don't understand who you are referring to.
 10 MS. LYONS: Pennzoil.
 11 A. East Resources at that time.
 12 Q. I'm sorry, I thought you said he was with
 13 Pennzoil.
 14 A. It became East Resources in 2000. They
 15 changed their name. Well, East Resources bought
 16 Pennzoil's production in West Virginia and
 17 Pennsylvania but Mike stayed through the years.
 18 Q. And were you actually an employee, then,
 19 of East Resources at this time?
 20 A. Outside counsel.
 21 Q. Outside counsel for East Resources?
 22 Okay, back to where we were before. So at the
 23 time of this conversation, Mr. Kirsch is an
 24 employee of East Resources, which was--

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1 A. It is now HG.
 2 Q. Now HG. And you were outside counsel for
 3 East Resources. Did this particular agreement
 4 have some relevance to a matter that you had been
 5 retained on?
 6 A. No.
 7 Q. No, okay. And I believe I was asking you
 8 if he indicated why you could not see the
 9 document. And his response was?
 10 A. They--East Resources preferred the
 11 ambiguity.
 12 Q. Did he expand upon that?
 13 A. No, it would have been easy enough to
 14 record if they wanted to make it clear to
 15 everyone.
 16 Q. So we have--help me to understand. Your
 17 conversation with Mr. Clovis regarding the
 18 agreement occurred in the 1980's, correct?
 19 (Nodding affirmatively)
 20 Can you give me any more information as to
 21 when the Ritchie County lawsuit occurred?
 22 A. I think it was filed in late 2002, early
 23 2003.
 24 Q. And then you said this conversation with

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1 Mr. Kirsch occurred--you said within the last ten
 2 years?
 3 A. Right.
 4 Q. Would it have occurred--
 5 A. It may have been as a result of the Saint
 6 Lukes case, it could have been what prompted me to
 7 ask him about it.
 8 Q. Would it have been before 2004?
 9 A. Maybe, I couldn't tell you for sure.
 10 Q. Can you tell me whether it was the
 11 contemplated transaction between Cobham and Prima
 12 Oil that prompted you to speak with Mr. Kirsch?
 13 A. No.
 14 Q. No, it was not?
 15 A. No, it was not.
 16 Q. Did your conversation with Mr. Kirsch
 17 occur before that transaction--
 18 MR. LEWIS: One moment.
 19 MS. LYONS: Off the record.
 20 (Recess at 11:40 a.m. until 12:05)
 21 MS. LYONS: Let's go back on the
 22 record. Madam Court Reporter, could you read the
 23 last question to the witness.
 24 (The following question was read by the court

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1 reporter: "Can you tell me whether it was the
 2 contemplated transaction between Cobham and Prima
 3 Oil that prompted you to speak with Mr. Kirsch?")
 4 A. I couldn't tell you for sure. It wasn't
 5 related at all.
 6 Q. It is not related. You couldn't tell
 7 whether it occurred before or after?
 8 A. No.
 9 Q. We have discussed that with regard
 10 to--any time I say "the transaction," if we could
 11 just understand that that is the transaction in
 12 which Cobham assigned rights to the Blackshere
 13 lease to Prima Oil on November 5th, 2004, just for
 14 shorthand purposes, okay?
 15 A. Okay.
 16 Q. With regard to the transaction, you had
 17 told me that you drafted Exhibit A and that you
 18 would have reviewed the assignment and bill of
 19 sale on behalf of Prima Oil?
 20 A. Yes.
 21 Q. Did you have any other involvement in
 22 this transaction? Did you provide any other legal
 23 services?
 24 A. I went to the courthouses at various

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1 counties to determine whether Cobham had a good
 2 assignment from Pennzoil.
 3 Q. Did you actually go into Marion, Wetzel,
 4 Doddridge Counties and obtain copies of the
 5 recorded documents referenced on Exhibit A?
 6 A. I don't know that I obtained copies.
 7 Q. Did you actually travel to each of those
 8 three counties in terms of your work for Prima on
 9 this transaction?
 10 A. Yes.
 11 Q. And you reviewed these documents?
 12 A. Yes.
 13 Q. You simply don't know if you made copies
 14 of the documents.
 15 A. No, I may have been given copies. I
 16 don't know. It is not unusual.
 17 Q. You would have--if you had been given
 18 copies, who would have given them to you?
 19 A. Trans Energy.
 20 Q. Some representative of Trans Energy?
 21 A. Right, but I don't recall that. That is
 22 not unusual in a transaction like that that they
 23 give you copies of older documents. Usually,
 24 every time I do a title opinion, I end up with a

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1 fist full of documents.
 2 Q. Prior to this transaction actually being
 3 effectuated, did you prepare a title opinion?
 4 A. I think I did.
 5 Q. So that would have been in 2004 that you
 6 prepared a title opinion?
 7 A. Correct.
 8 Q. And was that a title opinion with
 9 reference to each of the leases on Exhibit A?
 10 A. Yes.
 11 Q. Including item number 8, Pennzoil to
 12 Cobham?
 13 A. Correct.
 14 Q. And that particular lease pertained--or,
 15 I'm sorry, that particular assignment into Cobham
 16 would have included reference to the Blackshere
 17 lease which is at issue in this case?
 18 A. Correct.
 19 Q. And did your title opinion examine both
 20 oil and gas rights?
 21 A. Yes.
 22 Q. With regard to the Blackshere lease?
 23 A. Yes.
 24 Q. Would you consider that a full title

Page 29

1 opinion?
 2 A. It was not a full title opinion.
 3 Q. How would you characterize it?
 4 A. At the time we--it was a purchase of
 5 existing production and usually checked either the
 6 most recent assignment or maybe a few assignments
 7 back, but I didn't search it back until day
 8 one. It would have just been the leasehold side.
 9 I didn't examine the mineral ownership.
 10 Q. Can you be more specific in terms of what
 11 documents you would have reviewed and how far back
 12 you would have gone with regard to the leasehold
 13 side, to use your terminology, other than what is
 14 reflected here?
 15 A. Yes, I couldn't tell you how far I went
 16 back.
 17 Q. Did you review that title opinion in
 18 preparation for your testimony today?
 19 A. No.
 20 Q. Do you have a copy of it in your file?
 21 A. I probably have one, sure.
 22 Q. And this title opinion--can we refer to
 23 it as an abbreviated title opinion?
 24 A. Okay.

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1 Q. Fair enough. I'm sorry, you have to
 2 answer.
 3 A. Yes.
 4 Q. This abbreviated title opinion, you would
 5 have rendered that in 2004, correct?
 6 A. Correct.
 7 Q. Prior to November 5th of 2004.
 8 A. Correct.
 9 Q. When you were rendering your abbreviated
 10 title opinion prior to November 5th of 2004, did
 11 you advise anyone with Trans Energy or Prima Oil
 12 what you had learned from the Saint Lukes case and
 13 Davis Clovis regarding the potential division of
 14 the oil and natural gas estates for certain
 15 leases?
 16 A. No.
 17 Q. Why not?
 18 A. It was rarely applied. It didn't seem to
 19 apply to this. There was nothing in the
 20 assignments to bring it up.
 21 Q. At some point you did advise
 22 representatives of Trans Energy or Prima Oil of
 23 this potential division of oil and natural gas
 24 estates, correct?

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1 MR. LEWIS: Hold on one second. I think
 2 he hasn't been authorized to tell what he advised
 3 them of.
 4 MS. LYONS: We have already gone over
 5 this. This is a fact, it is not an opinion. And
 6 Mr.--let me finish. And Mr. Woodburn has already
 7 testified to it and waived any privileges.
 8 MR. LEWIS: Could you please read back
 9 her question?
 10 (The following question was read by the court
 11 reporter: "At some point you did advise
 12 representatives of Trans Energy or Prima Oil of
 13 this potential division of oil and natural gas
 14 estates, correct?")
 15 MR. LEWIS: That assumes--that assumes a
 16 legal conclusion. What we talked about before was
 17 he discussed lore and legend. Now you are asking
 18 him to say what type of opinion he rendered as to
 19 whether or not there was a division.
 20 MS. LYONS: I would disagree, but I am
 21 happy to rephrase the question.
 22 MR. LEWIS: I appreciate that.
 23 Q. At some point in time you advised--I
 24 believe you said it was Bill Woodburn; is that

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1 correct?
 2 A. Mark, I think.
 3 Q. I'm sorry, I keep getting that
 4 confused.
 5 At some point in time you advised Mark
 6 Woodburn of a lore and legend that you had heard
 7 from Mr. Clovis regarding the potential division
 8 of the oil from the natural gas estate under
 9 certain leases in which South Penn would have kept
 10 the oil rights and Hope Natural Gas would have
 11 gotten the gas rights; is that correct?
 12 A. We had that discussion at one time, yes.
 13 Q. And what was the context of that
 14 discussion? I don't want to get into any legal
 15 opinions.
 16 MR. LEWIS: Could you put in a time
 17 frame, too?
 18 MS. LYONS: Yes, I can.
 19 Q. Can you give me a time frame for that
 20 discussion?
 21 A. It would have been when they were going
 22 to drill a Marcellus well. I think that is when
 23 we discussed it.
 24 Q. On the Blackshere lease or another lease?

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1 A. On the Blackshere.
 2 Q. And was this in your role as an attorney
 3 or was it simply a conversation between two
 4 gentlemen that knew each other?
 5 A. My role as an attorney.
 6 Q. Your role as an attorney. How many title
 7 opinions have you rendered with regard to the
 8 Blackshere lease?
 9 A. Two.
 10 Q. We have discussed the one in 2004, which
 11 we have referred to as the abbreviated title
 12 opinion, and you have said that only addressed the
 13 leasehold side, not the mineral ownership;
 14 correct?
 15 A. Correct.
 16 Q. The second title opinion, what was the
 17 scope of that opinion?
 18 A. It was the leasehold side, but it was a
 19 more complete title opinion.
 20 Q. Did the second title opinion address
 21 mineral ownership?
 22 A. No.
 23 Q. So to be clear, the second title opinion
 24 did not opine on ownership of the natural gas

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1 estate?
 2 A. The mineral estate.
 3 Q. Including natural gas.
 4 A. It was the entire leasehold, oil and gas
 5 leasehold.
 6 Q. And the second title opinion was rendered
 7 in what year?
 8 A. Uh, I don't know, two years, three years
 9 ago, it was when they were considering drilling
 10 the Marcellus well.
 11 Q. And do you have a copy of that written
 12 title opinion--
 13 A. Yes.
 14 Q. --in your files?
 15 A. Yes.
 16 Q. So both title opinions were restricted to
 17 the leasehold side, correct?
 18 A. Yes. I believe they had another attorney
 19 do the mineral.
 20 Q. In the second title opinion, did you make
 21 reference to the lore and legend in your written
 22 title opinion? It is a fact whether--
 23 MR. LEWIS: Okay, now you are talking
 24 about not what he is basing some of his inquiries

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1 on, but what he is actually putting into writing,
 2 which is also attorney work product, which he
 3 doesn't have to tell you. That is going into what
 4 is in there and that is now being conveyed as an
 5 opinion to the client, so we are not going to get
 6 into what is actually in his opinion. You can ask
 7 have him what he reviewed.
 8 MS. LYONS: You are instructing him not
 9 to answer that question.
 10 MR. LEWIS: Yes, he will not answer that
 11 question.
 12 MS. LYONS: We will reserve our right to
 13 take that up.
 14 MR. LEWIS: That is fine.
 15 Q. Was it in this time frame that you
 16 verbally advised Mr. Woodburn of the lore and
 17 legend between the oil and natural gas estate
 18 between South Penn and Hope Natural Gas?
 19 A. It was around that time. It was Mark,
 20 not Bill.
 21 Q. I'm sorry, I keep doing that, Mark. And,
 22 again, what prompted you to tell him that was the
 23 fact that they were contemplating drilling a
 24 Marcellus well on the Blackshere lease, correct?

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1 A. Correct.
 2 (Starkey Deposition Exhibit 2 was marked)
 3 MR. LEWIS: Ramonda, for the record I am
 4 not instructing him not to answer these
 5 questions. He has not been permitted by the
 6 client to answer any questions that are
 7 attorney/client privilege. And if I am making the
 8 determination--if I am determining in my capacity
 9 as the client's attorney that those questions you
 10 asked are going into attorney/client privilege,
 11 I'll raise that with the understanding that it is
 12 not that I am directing him not to, he does not
 13 have the authority to do it.
 14 MS. LYONS: I understand the distinction
 15 you are making.
 16 MR. LEWIS: Okay.
 17 Q. Just let me know once you have completed
 18 your review of Exhibit 2.
 19 A. I have read the first page.
 20 MR. LEWIS: Can I have a copy, please?
 21 MS. LYONS: I'm sorry, I don't think I
 22 have another copy, but it is the assignment to
 23 Cobham from Pennzoil from yesterday.
 24 MR. LEWIS: I know what it says. That is

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1 fine.
 2 MS. LYONS: I have my copy from
 3 yesterday. Do you want that?
 4 MR. LEWIS: No. I know what it says.
 5 Q. If you could turn to in Exhibit 1,
 6 Exhibit A, which I believe you testified you
 7 prepared.
 8 A. No, I didn't prepare that.
 9 Q. Exhibit A, the listing, you didn't
 10 prepare that?
 11 A. Okay, on this one--
 12 Q. Yes, I wanted to go back to Exhibit 1.
 13 A. All right.
 14 Q. And then Exhibit A of Exhibit 1.
 15 A. Right, okay, got it.
 16 Q. And this is the document that you
 17 indicated is your form and that you prepared.
 18 A. Yes, I prepared that.
 19 Q. And down on item 8, it references
 20 assignor, Pennzoil Products Company, assignee,
 21 Cobham, date October 15, 1996, book and page
 22 reference is 76A704.
 23 First of all, is Exhibit 2 the document that
 24 you were referring to as item 8 on your listing

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1 here?
 2 A. Yes.
 3 Q. And so this is the same document that you
 4 reviewed, correct?
 5 A. Correct.
 6 Q. In terms of preparing your abbreviated
 7 title opinion?
 8 A. Yes.
 9 Q. Prior to effectuation of the transaction
 10 as we have described it?
 11 A. Correct.
 12 Q. And I believe you earlier said that you
 13 did not reference the potential division of the
 14 oil and natural gas estates between South Penn and
 15 Hope Natural Gas because the assignments made no
 16 reference to it; is that correct?
 17 MR. LEWIS: Hold on a second.
 18 MS. LYONS: That is what he has already
 19 said.
 20 MR. LEWIS: Reference in what?
 21 MS. LYONS: The potential division of the
 22 natural gas estates from the oil--
 23 MR. LEWIS: In what? In a conversation?
 24 MS. LYONS: No, he said that is why he

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1 didn't tell them in 2004.
 2 MR. LEWIS: I want you to read the
 3 question back. It sounds like you are asking him
 4 to testify to something that he has referenced in
 5 a written document.
 6 MS. LYONS: It is actually something he
 7 didn't reference.
 8 MR. LEWIS: If I don't understand the
 9 question, I don't understand the question, so I
 10 want it to be clear.
 11 (The following question was read by the court
 12 reporter: "And I believe you earlier said that
 13 you did not reference the potential division of
 14 the oil and natural gas estates between South Penn
 15 and Hope Natural Gas because the assignments made
 16 no reference to it; is that correct?")
 17 MR. LEWIS: Okay, I think it is unclear
 18 as to what he is referencing and where, so if you
 19 could add that type of information, I would
 20 appreciate it.
 21 Q. Mr. Starkey, do you understand the
 22 question?
 23 A. I don't think that is what I answered. I
 24 do understand the question. I think I just said I

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1 didn't discuss it and I found no evidence of it.
 2 Q. Okay. Let's look at Exhibit 2.
 3 A. Okay.
 4 Q. Obviously, this document is of record in
 5 Wetzel County. Did you review Exhibit B to
 6 Deposition Exhibit 2?
 7 A. The list of leases?
 8 Q. There are some--
 9 A. That is Exhibit A. Exhibit B, did you
 10 say?
 11 Q. Yes, Exhibit B. Did you review that
 12 prior to issuing--
 13 A. I probably looked at it, yeah, it is a
 14 list of wells. I was more concerned with the
 15 leases. I didn't do it, an examination of the
 16 wells. I did an examination of the leases.
 17 Q. I would like to just get the question out
 18 and then if you can answer it.
 19 A. Okay.
 20 Q. As a part of your preparation for issuing
 21 what we have referred to as the abbreviated title
 22 opinion in 2004 prior to the transaction being
 23 effectuated on November 5th, 2004, did you review
 24 Exhibit B to Deposition Exhibit 2?

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1 A. I would have looked at it.
 2 Q. Okay. Did you note the rights column and
 3 that as to Blackshere, it indicates oil only?
 4 A. That is a list of wells, oil wells.
 5 Q. The question was simply, did you make
 6 note of that, yes or no?
 7 A. I don't recall.
 8 Q. You don't recall.
 9 A. It is a list of wells. Some wells are
 10 gas wells, some wells are oil wells.
 11 Q. So how do you explain the oil and
 12 right--the oil and gas rights as to the Stevens?
 13 A. Some of them are oil and gas wells.
 14 Q. Originally, some wells are contemplated
 15 to be both oil and gas wells? They are not
 16 primarily supposed to be an oil or a gas well?
 17 A. It is more of an engineering than a legal
 18 question.
 19 Q. I would agree with that, just based on
 20 your experience in the industry?
 21 A. Some are called oil, some are called gas,
 22 some are called oil and gas.
 23 Q. How did you interpret the word "rights"
 24 over that column?

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1 MR. LEWIS: I think you already answered
 2 that one.
 3 A. I think we are discussing wells here.
 4 Q. So it would be the rights in the wells?
 5 A. Exactly. I mean, they are not
 6 referencing leases. You can see that.
 7 Q. So from that, it would be your opinion
 8 that Cobham had no right to the gas that was
 9 produced by the wells on the Blackshere lease
 10 because it says oil only?
 11 A. I don't know whether that is true or not.
 12 Q. As you sit here--
 13 A. It is an engineering thing, I think, more
 14 than a legal question. Some wells are oil wells.
 15 Some wells are gas wells. Some are oil and gas
 16 wells.
 17 Q. Actually, I don't think you understood my
 18 question. As you sit here today as an oil and gas
 19 title attorney, that column is entitled
 20 "rights." As to the Blackshere wells it only
 21 lists oil. It is your opinion that that only
 22 gives oil rights for those wells?
 23 A. I couldn't tell you for sure what that
 24 means, but it is in reference to wells, not

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1 leases.
 2 Q. Is that ambiguous to you since you can't
 3 tell me what it means?
 4 A. I could tell you that it means oil wells.
 5 Q. Do you see the word "rights" above that?
 6 A. I do.
 7 Q. And "rights" denotes what in this
 8 document?
 9 MR. LEWIS: Ramonda, I would like to--
 10 MS. LYONS: I am not asking for what he
 11 said to his client. I am asking his opinion
 12 now.
 13 MR. LEWIS: I have another thing to tell
 14 you. As you know, he has been designated a fact
 15 witness. Now you are asking for a legal
 16 conclusion. I understand Mr. Starkey is an
 17 attorney, but you already had an opportunity to
 18 depose our legal expert or our expert.
 19 MS. LYONS: And as a fact witness, you
 20 can make an objection.
 21 MR. LEWIS: That is what I am doing.
 22 MS. LYONS: That is your objection. You
 23 may answer.
 24 A. They appear to be oil wells.

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1 Q. And my question to you is, what does the
 2 word "rights" mean on this document?
 3 A. I couldn't tell you for sure.
 4 Q. And to you, does that make that ambiguous
 5 as an attorney?
 6 A. It is a description of wells. It is not
 7 a description of a leasehold.
 8 Q. Can you answer the question, is it
 9 ambiguous?
 10 A. I did answer it. These are wells. They
 11 are oil wells.
 12 Q. Yes or no, is it ambiguous or not?
 13 A. I think it is clear that those are oil
 14 wells.
 15 Q. And that the word "rights" has what
 16 meaning in that to you?
 17 A. I don't know what the meaning it has in
 18 the document.
 19 Q. Were you specifically instructed to only
 20 look at the leasehold side?
 21 A. Yes.
 22 Q. For both the abbreviated and the second
 23 title opinion?
 24 A. Correct.

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1 Q. Can you tell me, you said that the second
 2 title opinion was--well, tell me the difference
 3 between the two in terms of the scope of your
 4 work.
 5 A. I went back to the Blackshere lease
 6 itself and came forward from there.
 7 Q. I believe that was 1892, if memory
 8 serves.
 9 A. Right.
 10 Q. So you went all of the way back to 1892
 11 with regard to the leasehold, correct?
 12 A. Correct.
 13 Q. In 2004, was the acquisition from Cobham
 14 made to eventually develop the property?
 15 MR. LEWIS: Hold on.
 16 A. Say that again? Would you repeat that?
 17 MR. LEWIS: Excuse me.
 18 MS. LYONS: I will repeat it and you can
 19 make your objection.
 20 MR. LEWIS: You really need to give me
 21 time before you answer questions.
 22 THE WITNESS: Okay.
 23 MR. LEWIS: Because you are speaking way
 24 too fast and I need to understand the questions

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1 Ramonda is asking to preserve the client's rights.
 2 THE WITNESS: Okay.
 3 Q. In 2004, do you know whether or not Prima
 4 Oil acquired the leases from Cobham to develop
 5 those leases further?
 6 MR. LEWIS: I am going to object to that
 7 as attorney/client privileged information.
 8 MS. LYONS: Well, I think he can first
 9 say yes or no whether he knew or not, and then
 10 whenever I actually ask him--
 11 MR. LEWIS: That is fine.
 12 Q. Do you know?
 13 A. I don't know what the intent was at that
 14 time.
 15 Q. Have you ever spoken with anyone at
 16 Dominion with regard to the division of oil and
 17 natural gas estates in West Virginia?
 18 A. No.
 19 Q. Other than your request to Mr. Kirsch,
 20 have you ever tried to obtain copies or view those
 21 actual, written documents?
 22 A. No.
 23 Q. In terms of what you had heard regarding
 24 this lore and legend, did you learn as to which

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1 potential counties would be effected?
 2 A. No.
 3 Q. Other than Ritchie County based upon how
 4 you referred to that case?
 5 A. The Saint Lukes case, there was actually
 6 an assignment there. It was a step beyond the--it
 7 was recorded documentation.
 8 Q. Did that recorded documentation make
 9 reference to other counties other than Ritchie
 10 County?
 11 A. No, it was an assignment of a lease.
 12 Q. A single lease?
 13 A. A single lease.
 14 Q. I didn't mean to raise my voice. It was
 15 because of the sirens.
 16 A. I didn't even notice.
 17 Q. Have you ever been out to the Blackshere
 18 property?
 19 A. No.
 20 Q. Have you had discussions with anyone from
 21 Trans Energy or any of the other plaintiffs in
 22 this case about a physical inspection of the
 23 property? That is a yes or no.
 24 A. Yes.

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1 Q. Okay. And those conversations, were
 2 those in the context of preparing your title
 3 opinion or opinions plural?
 4 A. It concerned the--
 5 MR. LEWIS: Mr. Starkey, before you
 6 answer, just remember that your not authorized to
 7 disclose any attorney/client-privileged materials
 8 or information.
 9 Q. Let's back up. As to the Blackshere
 10 lease, you have been engaged to provide legal
 11 services on two separate occasions; is that
 12 correct?
 13 A. Yes.
 14 Q. And that was your preliminary or
 15 abbreviated title opinion in 2004 and then the
 16 second title opinion; is that correct?
 17 A. Correct.
 18 Q. Have you completed those two projects?
 19 A. Yes.
 20 Q. Have you been retained to provide any
 21 other legal services pertaining to the Blackshere
 22 lease?
 23 A. No.
 24 Q. Okay. When did you issue your second

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1 title opinion?
 2 A. It has been whenever they contemplated
 3 drilling the Marcellus well, I don't know exactly
 4 when that was, two, three years ago.
 5 Q. Okay. Since you completed that report,
 6 have you had conversations with anyone at Trans
 7 Energy or Prima regarding the Blackshere lease?
 8 A. Yes.
 9 Q. So, you would agree with me that those
 10 conversations have not been within the context of
 11 the attorney/client privilege because you have
 12 completed your work, correct?
 13 A. No.
 14 Q. No? What is your other assignment?
 15 A. We were involved in this.
 16 Q. Are you a consulting expert in this case?
 17 A. I think I am acting as an attorney.
 18 Q. In what capacity?
 19 A. Discussing the lawsuit, this lawsuit.
 20 Q. So when you discussed the lawsuit, who
 21 are you discussing it with?
 22 A. Mark, usually.
 23 Q. Have you had discussions regarding the
 24 lawsuit with attorneys from Bowles Rice?

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1 A. Yes.
 2 Q. So you are providing consulting services?
 3 A. Mostly discussion of the deposition.
 4 Q. For today's deposition?
 5 A. Yes.
 6 Q. We were talking about your conversations
 7 with representatives of Trans Energy or any of the
 8 other plaintiffs regarding a physical inspection
 9 of the Blackshere leasehold, correct?
 10 A. Correct.
 11 Q. Have those conversations taken place, you
 12 said, within the last--in preparation for this
 13 deposition?
 14 A. Mostly, yes.
 15 Q. So within the last two weeks?
 16 A. Oh, longer than that. It has been fairly
 17 recent.
 18 Q. And who was your conversation with? You
 19 said Mark primarily. Anybody else?
 20 A. Bill Woodburn.
 21 Q. Mark and Bill Woodburn.
 22 A. John Corp, he is the president of Trans
 23 Energy. We have discussed it.
 24 Q. Were there any discussions regarding

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1 physical inspection of the property when you were
 2 rendering your preliminary title opinion in 2004?
 3 That is a yes or no.
 4 A. I can't remember.
 5 Q. What about when you did your second title
 6 opinion?
 7 A. I can't really recall when the
 8 conversations occurred, but it--we have discussed
 9 it, that they physically inspected the property.
 10 Q. They have physically inspected the
 11 property?
 12 A. Correct. They operate on the
 13 property. They are out there on a daily basis.
 14 Q. Have you advised any other clients of the
 15 potential division of oil and natural gas estates?
 16 A. Other than HG.
 17 Q. On how many leases have you made HG aware
 18 of that potential, the potential?
 19 A. It has never been--I have examined
 20 hundreds of leases for HG and none of them has
 21 ever been subject to the agreement.
 22 Q. But you said you have made them aware of
 23 the potential?
 24 A. Well, they made me aware of the

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1 potential.
 2 Q. They made you aware.
 3 A. Yes, that was the discussion.
 4 Q. Specifically in what counties?
 5 A. Wetzel, Marion, Tyler, but none of them
 6 were subject to it, they were for whatever reason
 7 outside. It is very inconsistently applied. You
 8 can't tell--there is nothing consistent about it,
 9 it is--it is rare.
 10 Q. Who at HG did you have these
 11 conversations with?
 12 A. Mike Kirsch.
 13 Q. The same, I'm sorry. And it has only
 14 been that one conversation?
 15 A. That is the only one I recall.
 16 Q. And he, specifically, referenced Wetzel,
 17 Marion, and Tyler?
 18 A. No, that is where I did work for HG, is
 19 in Wetzel, Marion, and Tyler. I don't know that
 20 we discussed it separately in those counties or
 21 anything like that, but I have worked for HG in
 22 those counties and none of their leases in those
 23 counties are subject to the agreement. And,
 24 again, it is very inconsistent, even rare, and

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1 there is no way to determine--
 2 Q. Have you personally ever run the chain
 3 for Hope Gas to see what might have happened with
 4 the leases that were subject to that potential
 5 agreement?
 6 A. Yes.
 7 Q. Under what context or in what context?
 8 A. Working for clients.
 9 Q. Did you run the Hope Natural Gas chain
 10 for Trans Energy or Prima? That is a yes or no.
 11 A. I did.
 12 Q. Did you run the Hope Natural Gas chain
 13 with regard to the Blackshere lease?
 14 A. Yes, I did.
 15 MR. LEWIS: Can you make sure that you
 16 understand what time you are talking about,
 17 Ramonda, because it is not clear.
 18 MS. LYONS: That was going to be my next
 19 question.
 20 MR. LEWIS: Thank you.
 21 Q. And did you run the Hope Natural Gas
 22 chain with regard to the Blackshere lease in 2004?
 23 A. No.
 24 Q. Did you run the Hope Natural Gas chain

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1 with regard to the Blackshere lease for the second
 2 title opinion?
 3 A. Yes.
 4 Q. Were you specifically instructed to do
 5 that?
 6 A. No.
 7 Q. And the only difference between what
 8 you--in terms of the motivation between the first
 9 title opinion and the second one was that you knew
 10 they were going to develop for a Marcellus on this
 11 leasehold?
 12 A. Six million dollars is, basically, the
 13 difference.
 14 Q. Six million dollars, okay. Nothing kept
 15 you from doing that in 2004, did it?
 16 A. No, but--
 17 Q. And you had that knowledge in 2004 that
 18 there was the potential, correct?
 19 A. Yes.
 20 MS. LYONS: I have no further questions.
 21 MR. LEWIS: I am going to take a couple
 22 minutes and we will see if there is any follow-up.
 23 MS. LYONS: All right.
 24 (Recess at 12:49 p.m. until 1:23 p.m)

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1 BY MS. LYONS:
 2 Q. In reviewing the privilege log in this
 3 matter, it appears you prepared some documents
 4 dated 8-17-2010, would you say that that is the
 5 correct time frame for what we have referred to as
 6 your second title opinion?
 7 A. That could be, I'm not certain, but that
 8 sounds about--
 9 Q. Because that was before or in
 10 contemplation of drilling the Marcellus?
 11 A. Correct.
 12 Q. And who actually asked you to run your
 13 first title opinion?
 14 A. Mark might have.
 15 Q. Do you recall specifically?
 16 A. No.
 17 Q. Who did you tender that report to?
 18 A. Probably Mark.
 19 Q. Mark Woodburn?
 20 A. Right.
 21 Q. But this is just your supposition?
 22 A. Right.
 23 Q. But you do recall doing the first title
 24 opinion in 2004?

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1 A. I do recall doing, yes, the title opinion
 2 around that time when they purchased it, yes.
 3 Q. Prior to the purchase.
 4 A. Right.
 5 Q. And there was a written document?
 6 A. Correct.
 7 Q. Now, when you ran the Hope Natural Gas
 8 chain for the Blackshere lease, did that chain
 9 reveal that EQT had a potential claim to the gas
 10 estate?
 11 A. I never found EQT.
 12 Q. Who did you find?
 13 A. CNG.
 14 Q. CNG, so that led to CNG. Okay. And did
 15 you do any follow-up work after the second title
 16 opinion?
 17 A. No.
 18 MS. LYONS: I have no further questions.
 19 MR. LEWIS: Give us just a minute.
 20 (Short break)
 21 EXAMINATION
 22 BY MR. LEWIS:
 23 Q. I just have a few follow-up
 24 questions. Mr. Starkey, you testified earlier

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1 that you have been affiliated with Trans Energy
2 for almost 30 years in some capacity.
3 A. Trans Energy and the people that managed
4 Trans Energy.
5 Q. Does that include Bill Woodburn and Mark
6 Woodburn?
7 A. I--probably it is a shorter period of
8 time for Mark. He is a younger person. I'm sure
9 the last 20 years at least I have known them.
10 Q. Okay. So you know that Mark Woodburn
11 moved to Texas in 2001 and was not involved with
12 Trans Energy?
13 A. Correct.
14 Q. And you know that Mark Woodburn moved
15 back to West Virginia in late 2007 and at that
16 time he then began working for Trans Energy?
17 A. Yes.
18 Q. So between 2001 and 2007, Mark Woodburn
19 was not affiliated with Trans Energy?
20 A. Correct.
21 Q. Okay, I want to for--have you take a peek
22 at what I am going to Mark as Exhibit Number
23 3. Take a peek at that. Take a review of this
24 document and then let me know when you are done.

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1 (Starkey Deposition Exhibit 3 was marked)
2 A. Yes, I recall this.
3 Q. I'm not going to ask you substantively
4 what is going on in the document, but I want you
5 to look at the day, March 3rd, 2008.
6 A. Correct.
7 Q. This is addressed to Mark Woodburn,
8 correct?
9 A. Yes.
10 Q. Does this refresh your recollection as to
11 what time period you may have had discussions
12 regarding the lore and legend with Mark Woodburn?
13 A. Yes, it would have been around this date
14 because that discussion prompted Mark to contact
15 Dominion to determine whether they thought that
16 this might apply.
17 Q. And there is no possibility that such a
18 conversation could have occurred between 2001 and
19 2007.
20 A. No, it was definitely with Mark. That is
21 what I recall more than anything else.
22 MR. LEWIS: Thank you.
23 MS. LYONS: Is that it?
24 MR. LEWIS: Yes, we are done.

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1 MS. LYONS: I have no further questions.
2 MR. LEWIS: Mr. Starkey, I am sure you
3 are aware that the deponent has an opportunity to
4 read. We have all agreed to waive anyway. There
5 wasn't going to be much to do.
6 (The deposition of Richard Starkey was
7 concluded at 1:36 p.m., 8-24-2012)
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3
4 STATE OF WEST VIRGINIA,
5 COUNTY OF MONONGALIA, to wit;
6 I, Jennifer Vail-Kirkbride, a Notary Public
7 and Commissioner within and for the County and
8 State aforesaid, duly commissioned and qualified,
9 do hereby certify that the foregoing deposition of
10 RICHARD L. STARKEY was duly taken by me and before
11 me at the time and place and for the purpose
12 specified in the caption hereof, the said witness
13 having been by me first duly sworn.
14 I do further certify that the said deposition
15 was correctly taken by me in stenotypy notes, and
16 that the same were accurately written out in full
17 and reduced to typewriting and that the witness
18 did not request to read his transcript.
19 I further certify that I am neither attorney
20 or counsel for, nor related to or employed by, any
21 of the parties to the action in which this
22 deposition is taken, and further that I am not a
23 relative or employee of any attorney or counsel
24 employed by the parties or financially interested

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1 in the action.

2

3 My Notary Public commission expires: August 26,
4 2018.

5 My West Virginia Commissioner commission expires:
6 February 15, 2022.

7 Given under my hand this 27th day of August, 2012.

8

9 /s/ Jennifer Vail-Kirkbride

10 Registered Professional
11 Reporter
12 RMR, CRR, FCCR, RPR, WV-CCR

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